

3. The party of the second part agrees to commence drilling operations on the above described premises within one year from date hereof and complete a well with due diligence or pay at the rate of One dollar (\$1.00) per acre for each additional year such commencement is delayed from the time above mentioned in advance, provided that second party may have 60 days to make said payment.

The above rental shall be paid to the credit of first party at Bank of Commerce, Tulsa, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the terms of this lease.

The party of the second part shall have the right to use oil gas and water produced on said land, free of royalty for drilling and operation thereon, except water from wells of the first party.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

The party of the second part its heirs, successors or assigns, shall have the right at any time on the payment of One (\$1.00) Dollar and all payable obligations then due to the party of the first part her heirs or assigns to surrender this lease for cancellation, after which all payments and liabilities hereafter to accrue under and by virtue of its terms shall cease and terminate.

Second party agrees to pay first party the further sum of One (\$1.00) Dollar per year rental on above described premises, provided the royalty there in does not exceed that amount. Second party agrees to off-set all wells producing oil or gas in paying quantities within 200 feet of said land.

All covenants and agreements herein set forth, between the parties hereto shall extend to their successors, heirs executors, administrators and assigns.

Witness the following signatures and seals.

Witnesses: Elizabeth C. Wolfe (seal)

Carl Wolfe. Frank Wolfe (seal)

C.H. Scaggs.

(CORP SEAL)

THE LUCAS OIL COMPANY
By F.B. Ufer, President.

Attest: H.F. Sinclair, Secretary.

State of Oklahoma)

Tulsa County (S.S.

Before me a Notary Public in and for the said County and State on this 4th day of Dec. 1909, personally appeared Elizabeth C. Wolfe, and Frank Wolfe, to me known to be the identical person-- who executed the within and foregoing instrument and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Geo. G. Rhyme, Notary Public.

My commission expires March 10, 1913.

Filed for record at Tulsa Dec. 10, 1909 at 1:40 O'clock P.M.

H.C. Walkley, Register of Deeds (seal)